

Attorney for Secured Creditor  
U.S. Bank Trust National Association as  
Trustee of the Bungalow Series III Trust

1  
2 I, Raymond Valdez declare and state as follows:

3 1. I am over the age of eighteen years and not a party to this action. The facts set  
4 for the below are known to me personally based upon the review of the business records and I  
5 have first-hand knowledge of them. If called as a witness, I could and would testify  
6 competently under oath to such facts.

7 2. I am an employee of BSI Financial Services ("BSI") which services the subject  
8 loan on behalf of U.S. Bank Trust National Association as Trustee of the Bungalow Series III  
9 Trust ("Secured Creditor" herein), and am familiar with the subject Deed of Trust and loan in  
10 favor of Secured Creditor and the subject Bankruptcy case.

11 3. I am familiar with the manner and procedure by which the records of Secured  
12 Creditor are obtained, prepared, and maintained. Those records are obtained, prepared, and  
13 maintained by employees or agents of Secured Creditor in the performance of their regular  
14 business duties at or near the time, act, conditions, or events recorded thereon. The records are  
15 made either by persons with knowledge of the matters they record or from information  
16 obtained by person with such knowledge. It is my business practice to maintain these records  
17 in the regular course of business.

18 4. Secured Creditor has been responsible for the handling of all matters relative to  
19 the underlying loan prior to the filing of the within motion, including but not limited to  
20 processing of all payments received, crediting of received payments, adding all proper charges  
21 to the loan, confirming the maintenance of hazard insurance and property taxes, property  
22 preservation where appropriate, communicating with and responding to the borrower on all  
23 matters relative to the loan, and the commencement of non-judicial foreclosure proceedings  
24 where appropriate. All activities on the loan advanced by Secured Creditor were advanced in  
25 accordance with the terms of the Note, Deed of Trust, and Forebearance/Modification Change  
26 of Terms Agreement.

27  
28 ////

1  
2 5. The subject real property securing the Deed of Trust loan is commonly known  
3 as 2248 East 22<sup>nd</sup> Street, Oakland, CA 94606, and legally described as set forth therein. A true  
4 and correct copy of the Deed of Trust is attached to the Motion as **Exhibit "1"**.

5 6. Furthermore, Secured Creditor is the holder and in possession of the original  
6 Promissory Note dated 3/26/2007 in the principal amount of \$250,000.00 which is Secured by  
7 the Deed of Trust of the same date. A true and correct copy of the Note is attached to the  
8 Motion as **Exhibit "2"**.

9 7. Secured Creditor entered into a Forebearance/Modification Change of Terms  
10 Agreement dated 07/01/2015 in the principal amount of \$332,102.47. A true and correct copy  
11 of the Forebearance/Modification Change of Terms Agreement is attached to the Motion as  
12 **Exhibit "5"**.

13 8. A true and correct copy of all assignments is attached as **Exhibit "3"**.

14 9. The Debtor filed this subject bankruptcy petition 8/22/2018.

15 10. Pursuant to the terms of the Note and/or Deed of Trust, a payment received is  
16 applied to the account and credited to the next due payment. For example, a payment received  
17 in December will be applied to the November payment if no payment had been received in  
18 November.

19 11. A true and correct copy of a post-petition payment history is attached as  
20 **Exhibit "4"**.

21 12. With respect to Secured Creditor's Deed of Trust as of 10/25/2018, the  
22 following is now due:

23 Monthly payments:	2	at	\$1,674.78	\$	3,349.56
24 Bankruptcy Attorney Fee:				\$	850.00
25 Bankruptcy Filing Fee:				\$	181.00
26 <b>Total Delinquencies:</b>				\$	<b>4,380.56</b>
27					
28					

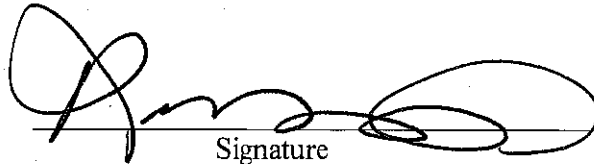
1           13.     The sums set forth in this declaration do not include any late charges, escrow  
2 advances, or other fees and charges that might otherwise be included in the event that a payoff  
3 is requested or provided.

4           14.     The next scheduled monthly payments of \$1,674.78 is due 11/1/2018, and  
5 continuing each month thereafter. However, this amount may be subject to change pursuant to  
6 the terms of the applicable loan documents. Late charges will accrue if the payments are not  
7 received by the 10<sup>th</sup> of the month.

8           15.     Debtor has filed 4 previous bankruptcy petitions concerning this property.  
9 Debtor filed previous bankruptcy petitions in the above-entitled Court on 9/7/2016 as Case  
10 Number 16-42508, on 1/9/2017 as Case Number 17-40055, on 3/14/2017 as Case Number 17-  
11 40702, and on 6/30/2018 as Case Number 18-41524. All the cases were dismissed before  
12 discharge or plan completion. A true and correct copy of the PACER Docket is attached hereto  
13 as **Exhibit "6"**.

14  
15  
16           I declare under penalty of perjury under the laws of the United States of America that  
17 the foregoing is true and correct.

18  
19 Executed on 11/05/2018 (Date) IRVINE (City), CA (State)

20  
21  
22   
23 Signature

24  
25  
26 RAYMOND VALDEZ  
27 Print Name  
28